

A. G. Contract No. KR920406TRN  
ECS File: JPA 92-35  
Project: F-025-1-519/H2884 01C  
Section: US-89

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF WICKENBURG

THIS AGREEMENT is entered into April 3, 1992  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF WICKENBURG, acting by and through its Town Council,  
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. It is to the mutual advantage of the State and the Town  
to landscape areas within the right of way on US-89 at the  
following location:

From centerline roadway Station 797+30 to  
centerline roadway Station 800+00, a net distance  
of 0.05 miles as shown in the Landscaping Plans.

NO. <u>16533</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/03/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Henry J. Bracchione</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. Upon Town approval of the plans, the project will be constructed by the State, using State funds. Upon Completion of the work, the Town shall reimburse the State twenty five (25) percent of the landscape contract costs to a maximum of \$5,000.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6 The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The

Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Department of Transportation's "Uniform Traffic Control Manual."

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E, Room 222E  
Phoenix, AZ 85007

Town of Wickenburg  
Town Manager  
P. O. Box 1269  
Wickenburg, AZ 85358

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF WICKENBURG

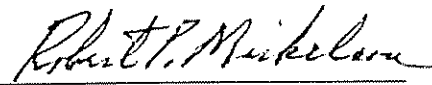
STATE OF ARIZONA  
Department of Transportation

By

  
JAMES M. MASON

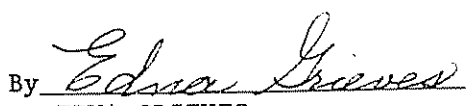
Mayor

By

  
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST

By


  
EDNA GRIEVES

City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of February 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Town of Wickenburg for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to US-89 within the limits of the City.

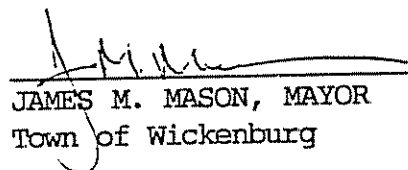
Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
\_\_\_\_\_  
CHARLES E. COWAN  
Director

TOWN OF WICKENBURG  
RESOLUTION

BE IT RESOLVED on this 16th Day of March, 1992, that I, James M. Mason, Mayor of the Town of Wickenburg with concurrence of the Town Council, have determined that it is in the best interests of the Town of Wickenburg to enter into an agreement with ADOT for the purpose of defining responsibilities for the design, construction, and maintenance of landscape improvements to U.S. 89 within the Town limits.

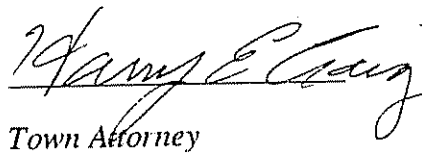
NOW THEREFORE, authorization is hereby granted to enter into said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer of the Arizona Department of Transportation.

  
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JAMES M. MASON, MAYOR  
Town of Wickenburg

APPROVAL OF THE WICKENBURG TOWN ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF WICKENBURG and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.*

DATED this 18<sup>th</sup> day of March, 1992.

  
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

March 25, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR92-0406-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26<sup>th</sup> day of March, 1992.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section